

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

No. 19-40071

PSARA ENERGY, LIMITED,

Plaintiff–Appellant,

versus

ADVANTAGE ARROW SHIPPING, L.L.C.;
ADVANTAGE TANKERS, L.L.C.; ADVANTAGE HOLDINGS, L.L.C.;
FORWARD HOLDINGS, L.L.C.,

Defendants–Appellees.

PSARA ENERGY, LIMITED,

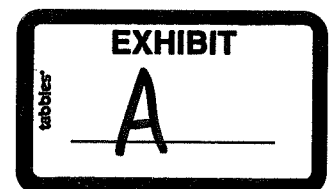
Plaintiff–Appellant,

versus

ADVANTAGE START SHIPPING, L.L.C.; ADVANTAGE TANKERS, L.L.C.;
ADVANTAGE HOLDINGS, L.L.C.; FORWARD HOLDINGS, L.L.C.,

Defendants–Appellees.

Appeal from the United States District Court
for the Eastern District of Texas



Before SMITH, HIGGINSON, and DUNCAN, Circuit Judges.

PER CURIAM:

IT IS ORDERED that appellant's opposed motion for a stay pending appeal is DENIED. The district court adopted the Report and Recommendation of the magistrate judge, who noted that "the arbitration clause within the charter party at issue is straightforward: 'This Contract shall be governed by and construed in accordance with English law and *any dispute arising out of or in connection with this Contract shall be referred to arbitration in London . . .*'" (Emphasis and ellipses added by magistrate judge.) The movant therefore has not shown a likelihood of success on the merits. Moreover, there is an inadequate showing of irreparable harm, given that any consequences of the denial of a stay can be redressed by money damages. As the respondents observe, "money damages is all that Psara seeks, so demonstrating a likelihood of irreparable injury in the absence of a stay is, as a conceptual matter, virtually impossible."

IT IS FURTHER ORDERED that appellees' opposed motion for a supersedeas bond is DENIED as moot.